

REGIONAL BEHAVIORAL HEALTH AUTHORITY (RBHA) AGREEMENT AMENDMENT MERCY MARICOPA INTEGRATED CARE

PARTICIPATING RBHA SERVICES AND SUPPORTS PROVIDER AGREEMENT AMENDMENT City of Tempe / Amendment #3

THIS AMENDMENT TO MERCY MARICOPA INTEGRATED CARE PARTICIPATING RBHA PROVIDER AGREEMENT is entered into effective **October 1, 2015** (this "Amendment"), between **Mercy Maricopa Integrated Care** ("Company") and **City of Tempe** ("Provider").

Mercy Maricopa Integrated Care, dba, Mercy Maricopa Integrated Care and Mercy Maricopa Advantage, on behalf of itself and its Affiliates (hereinafter "Company"), and **City of Tempe** (hereinafter "Provider"), understand and agree to the following Amendment to the Provider's Services and Supports Provider Agreement.

RECITALS

-
- A. WHEREAS, Company and Provider are parties to a Participating RBHA Services and Supports Provider Agreement ("Agreement") that, among other things, provides for participation Plans for Government Sponsors administered by Company; and
- B. WHEREAS, the United States Centers for Medicare & Medicaid Services, Arizona Health Care Cost Containment System and Arizona Department of Health Services/Division of Behavioral Health Services mandates that certain terms and conditions for participation in Medicare and Medicaid plans be included in all provider agreements; and
- C. WHEREAS, Section 9.1 of the Agreement permits Company to amend the Agreement upon notice to Provider;

NOW THEREFORE, in consideration of the mutual covenant and agreements contained herein, Company and Provider agree to amend the Agreement as follows:

- Services and Compensation section is updated with the following:
 - **Block Funding Methodology**
For Providers who participate in Block Funding reimbursement methodology, Provider shall be paid for Covered Services provided to Members under the terms of this Agreement, according to the Block Funding Statements provided by Company to Provider for contracted Scope of Work services. Block Funding reimbursement shall be subject to periodic audit and reconciliation.
 - Scope of Work (Exhibit B) is removed and replaced in its entirety
 - The Regulatory Compliance Addendum / Exhibit A, is being replaced in its entirety to include updated language throughout the Addendum.

All capitalized terms used in this Amendment not otherwise defined in this Amendment shall have the meanings set forth for those terms in the Agreement.

This Amendment shall be deemed to be part of the Agreement and, as modified in accordance herewith, the Agreement is hereby reaffirmed and declared in full force and effect. This Amendment fully supersedes and replaces any conflicting provisions contained in the Agreement, as amended, leaving all other provisions of the Agreement unaffected.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment by their duly authorized officers, intending to be legally bound hereby.

PROVIDER:

By: _____

Printed Name: Mark W. Mitchell

Title: Mayor

Date: October 15, 2015

COMPANY:

By: _____

Printed Name: Eddy Broadway

Title: President and Chief Executive Officer

Date: _____

ATTEST:

Brigitta M. Kuiper
City Clerk

APPROVED AS TO FORM:

Judith R. Baumann
City Attorney